



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
-----------------	-------------	----------------------	---------------------	------------------

09/916,927

07/27/2001

Ruben G. Duran

Duran-1

8764

30438

7590

11/30/2010

SMYRSKI LAW GROUP, A PROFESSIONAL CORPORATION
3310 AIRPORT AVENUE, SW
SANTA MONICA, CA 90405

EXAMINER

DASS, HARISH T

ART UNIT

PAPER NUMBER

3695

MAIL DATE

DELIVERY MODE

11/30/2010

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/916,927	Applicant(s) DURAN, RUBEN G.	
	Examiner HARISH T. DASS	Art Unit 3695	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 June 2010.
- 2a) ☒ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-15, 17-22, 24 and 25 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-15, 17-22, 24-25 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This office action is in response to applicant's communication of 09/27/2010.

1. **Priority: 7/27/2001**

2. **Status of claims:**

Claims 1-15, 17-22, 24-25 are pending (claims 24-25 are new).

Claims 16 and 23 are canceled.

3. **Note:** *Applicant should notice that any amendment should be supported by the original specification. See MPEP 608.04(a).*

Objection

4. *Non-Compliance: Claim 24 is not a new claim, its status should be corrected.*

Double Patenting

5. Claim 25 are objected to under 37 CFR 1.75 as being a substantial duplicate of claim 16. When two claims in an application are duplicates or else are so close in content that they both cover the same thing, despite a slight difference in wording, it is proper after allowing one claim to object to the other as being a substantial duplicate of the allowed claim. See MPEP § 706.03(k). Claim 25 is duplicate of claim 16, make appropriate correction of cancel on of the claims. For examination purpose, the examiner assumes claim 25 depended on claim 24.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over Triola (US 2001/0047328 AI) and Cooper et al. (hereinafter Cooper – US 2002/0029350 A1) and Misraje et al. (hereinafter Misraje - US 2010/0114743 AI).

Re. Claim 1, Triola discloses

a server configured to facilitate an escrow transaction between [see entire document that relates to escrow, particularly - Abstract; Figures 1, 3; paragraphs 9 (Client-Server), 43-53, 55 (client module/server module)]:

a first escrow client subsystem (client) disposed in a first location, said first escrow client subsystem including [paragraphs 36, 55, 92]:

first software configured to facilitate the escrow arrangement [Figure 3; paragraphs 17-20 (background), 34],

first software configured to facilitate the escrow arrangement, the first software (inherent)[see paragraph 36-42, 58, 60 (*"provides a system for ... appropriate data, application, ..."*)] comprising code [paragraphs 11 (*"set of codes"*), 60; claim 12] **for** running customized escrow applications customized **for** the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party

Art Unit: 3695

(inherent)[see Figure 2 (see **“Show escrow status for” and the drop down button “Seller Agent”**

ID, password); paragraph 36-42, 45 (“preference determination”), 58 (“provides a system for ...

appropriate data, application, ...”; 92 (**“Fig. 2 is ... virtual buttons ... Other involved entities may be**

added as needed ...”), claim 12~) It is obvious that the interface screen of figure 2 selects

customized or appropriate next step for the seller, etc. based on the ID and password –

Note: **“for”** is intended use, see MPEP 2114];

a first communication device operable to communicate escrow information based on instructions from said first software (client program) [paragraphs 44, 57], and

a first display [Figures 1a (#103,202,210, 306, 307), 1b (#212, 308,203,104), 1c (#312, 313, 317), Figure 3; paragraphs 9, 98]; and

a second escrow client subsystem (client) disposed in a second location, said second escrow client subsystem including [supra, also see In re Harza]:

second software configured to facilitate the escrow arrangement [supra], a second communication device operable to communicate escrow information based on instructions from said second software [supra], and

a second display [supra];

wherein the server interfaces with a network thereby connecting said first and second client subsystems [paragraphs 9, 67, 88-98], and

wherein the escrow transaction comprises a conditional delivery of items from a first party to a third party until certain conditions are satisfied followed by delivery of the items from the third party to the second party [paragraph 17 (buyer, seller, principals, escrow officer)] and existing escrow [Figures 3-4].

Triola does not explicitly disclose

first communication device comprising a first camera configured to be operated with the first software to facilitate an online videoconference meeting regarding an existing escrow, and second communication device comprising a second camera configured to be operated with the second software to facilitate the online videoconference meeting regarding an existing escrow.

However, Cooper discloses first communication device comprising a first camera configured to be operated with the first software to facilitate an online videoconference meeting regarding an existing escrow, and second communication device comprising a second camera configured to be operated with the second software to facilitate the online videoconference meeting regarding an existing escrow [see entire document particularly, - Abstract; Figures; paragraphs 09-11, 122, 129-136 (***"a consultant will confer with the consumer using ... digital streaming video cameras ... two-way electronic whiteboard ..."***, 140, 148, 155-159, 165-166, 189, 208 (***"Preference Settings ... and custom software systems that are designed to resolve specific issues or problem ... setting and options are unique to each application ... There are a virtually unlimited number of preference settings ... determined for a specific application."***, 211, 228 (***"to create a secure communications ... banking transactions, financial management transactions, ... and many others."*) Obviously, escrow is financial transaction and many other can include exchange information about existing escrow, 243].**

Cooper, further, implicitly discloses customization [supra (***"Preference Settings ... and custom software systems that are designed to resolve specific issues or problem ... setting and options are unique to each application ... There are a virtually unlimited number of preference settings ... determined for a specific application."***)]

It would have been obvious at the time the invention was made to a person having ordinary skill in the art to combine the disclosures of Triola and Cooper to

Art Unit: 3695

provide a video conferencing technology for facilitating a secure communication and preferred settings between client, consultants and other participations to exchange sensitive/business information.

Additionally, Misraje, in the same field of endeavor, explicitly discloses running customized escrow applications (escrow form) customized **for** the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party (software/interface customization for participants) [Abstract; Figures 2, 4A, 7; paragraph 02, 28-29, 33-34 ("*... interface ... "participating parties" ... escrow companies ... transaction services industries ...*"), 51-52~, 62 ("*the subcontrolled allocated resources ... can see which listed lender ...*",), 86, 95, 138; claims 110, 116, 124]. It would have been obvious at the time the invention was made to a person having ordinary skill in the art to modify the disclosure of Triola and Cooper and include running customized escrow applications (escrow form) customized **for** the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party, as disclosed by Misraje, to allow the participant (escrow company) to customize the escrow details and instruction form (features and parameters) of its own needs or usage suitable for a particular business.

It would have been recognized that applying the technique of Cooper and Misraje to the teachings of Triola would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied show the ability to incorporate the video conferencing system of Cooper and customization disclosed by Misraje into the escrow processing system of Triola would have been recognized by

Art Unit: 3695

those of ordinary skill in the art as resulting in an improved system that would allow secure meeting virtually face-to-face between the negotiating parties.

Claims 22 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Triola in view of Copper and Misraje and Mini et al. (hereinafter Mini – US 6,684,196).

Re. Claim 22 Triola and discloses providing an escrow service between a first escrow service provider at a first location and a second party a second location, the escrow service operating using the computing device [supra] and wherein the escrow service at least partially comprises a conditional delivery of items from a first party to a third party until certain conditions are satisfied followed by delivery of the items from the third party to the second party and existing escrow [supra]. comprising code [Supra – Note: “for” is intended use, see MPEP].

Copper discloses conducting an online videoconference meeting regarding an existing escrow between the first escrow service provider and the second party and customization [supra]. It would have been obvious at the time the invention was made to a person having ordinary skill in the art to combine the disclosures of Triola and Cooper to provide a video conferencing technology for facilitating a secure communication between client, consultants and other participations to exchange sensitive/business information.

Additionally, Misraje, in the same field of endeavor, explicitly discloses running customized escrow applications (escrow form) customized **for** the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party (software/interface customization for participants) [Supra]. It would have been obvious at the time the invention was made to a person having ordinary skill in the art to modify the disclosure of Triola and Cooper and include running customized escrow applications (escrow form) customized **for** the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party, as disclosed by Misraje, to allow the participates (escrow company) to customize the escrow details and instruction form (features and parameters) of its own needs or usage suitable for a particular business.

Mini in the same field of endeavor discloses employing a teleconferencing and videoconferencing system between the first location and the second location for purposes of facilitating providing the escrow service [Abstract; Figure 9 (teleconferencing), col. 2 lines 60-67; col. 8 lines 40-55 (“agent connected by, ... or video conference ...” – video conference inherent camera)].

It would have been recognized that applying the technique of Cooper, Misraje and Mini into the teachings of Triola would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied show the ability to incorporate the video conferencing system of Cooper and customization disclosed by Misraje into the escrow processing system of Triola would have been recognized by

Art Unit: 3695

those of ordinary skill in the art as resulting in an improved system that would allow secure meeting virtually face-to-face between the negotiating parties.

Re. Claim 24, Claim 24 is rejected with same rational as claim 22 over Triola, Cooper, Misraje and Mini. The combined system of prior art of is capable to perform the method step of claim 22.

Claims 2-15, 17-21, and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Triola as applied to claims 1, 22, 24 above, in view of Cooper, Misraje and Mini.

Re. Claim 2, Mini discloses wherein said software includes code for receiving customer escrow data [col. 14 lines 19-23; col. 18 lines 5-17; col. 20 lines 1-17].

Re. Claim 3, Mini discloses wherein said software includes code for displaying a list of escrow companies [col. 6 lines 41-48; col. 10 lines 3-47].

Re. Claim 4, Mini discloses wherein said list is customized based on said user data [col. 2 lines 49-59 – see personalized].

Re. Claim 5, Mini discloses wherein said list is customized based on said broker data [col. 2 lines 49-59 – see personalized].

Re. Claim 6, Mini discloses software includes code for establishing a video-conference between said first client and said second client via said network [col. 1 lines 51-56 (meet and communicate); col. 2 lines 61-63; col. 8 lines 48-55].

Art Unit: 3695

Re. Claim 7, Mini discloses wherein said software includes code for facilitating an escrow opening meeting online [col. 1 lines 51-56 (meet and communicate); col. 2 lines 61-63; col. 8 lines 48-55].

Re. Claim 8, Mini discloses software includes code for running customized applications [col. 2 lines 49-59 – see personalized].

Re. Claim 9, Mini discloses wherein said applications are customized based on the parameters provided by an escrow agent, a customer, and or a third party [col. 14 lines 19-23; col. 18 lines 5-17; col. 20 lines 1-17].

Re. Claim 10, Mini discloses wherein said third party is a real estate broker [col. 1 lines 28-40 – see realtor].

Re. Claim 11, Mini discloses wherein said software includes code for retrieving an existing escrow account [col. 2 lines 63-65; col. 18 lines 17-18 – account =data as for computer is concern].

Re. Claim 12, Mini discloses wherein said display is a flat-panel display [Figures 26-27 # 2604; col. 19 line 22, line 51 – see video display which can be flat panel display].

Re. Claim 13, Mini discloses wherein said network is the Internet [col. 16 lines 43-455].

Re. Claim 14, Mini discloses wherein said network is a private network [col. 16 lines 43-455 – see LAN].

Re. Claim 15, Mini discloses wherein said first office is an escrow office [col. 1 lines 28-41; lines 51-56].

Art Unit: 3695

Re. Claim 16, Mini discloses wherein said escrow office is an independent escrow office [col. 1 lines 28-41; lines 51-56; col. 5 line 34 – independent agent].

Re. Claim 17, Mini discloses including plural first client subsystems disposed in plural respective independent escrow offices [col. 4 lines 7-16; col. 16 lines 12-35, line 64-66 - see distributed system].

Re. Claim 18, Mini discloses wherein said second office is a broker's office [col. 1 lines 28-41; lines 51-56; col. 5 line 34].

Re. Claim 19, Mini discloses including plural second client subsystems disposed in plural respective brokers offices [col. 4 lines 7-16; col. 16 lines 12-35, line 64-66 – see distributed system].

Re. Claim 20, Mini discloses 20. The invention of claim 16 wherein said second office is a title insurance office [col. 1 lines 28-41; lines 51-56; col. 5 line 34; col. 2 lines 53-55 – title company].

Re. Claim 21, Mini discloses input/output devices [col. 19 lines 48-65] and video conference (wherein said communication device is a camera) [col. 8 line 52 - video conference includes camera].

It would have been obvious at the time the invention was made to a person having ordinary skill in the art to combine the disclosure Triola, Cooper and Mini to facilitate a transaction between a buyer and seller through trusted third party over the network and online audio and video conferencing means to allow the two parties to know each other over the virtual network and negotiation the terms, condition and delivery of valuables through a trusted party. It would have been recognized that

Art Unit: 3695

applying the technique of Cooper to the teachings of Triola and Mini would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied show the ability to incorporate the video conferencing system of Cooper into the escrow processing system of Triola would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow secure meeting virtually face-to-face between the negotiating parties.

Re. Claim 25. Claim 25 is rejected over Triola, Cooper, Misraje and Mini with same rational as claim 16.

Response to Arguments

Applicant's arguments with respect to amended claims have been considered but are moot in view of the new ground(s) of rejection.

Applicant's arguments filed 09/27/10 have been fully considered but they are not persuasive.

In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986) and see *Ex parte Obiaya*.

Conclusion

7. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to HARISH T. DASS whose telephone number is (571)272-6793. The examiner can normally be reached on 8:00 AM to 4:50 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kyle Charles can be reached on 571-272-6746. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3695

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Harish T Dass/
Primary Examiner, Art Unit 3695

Thursday, November 25, 2010